

ADOPTIVE FAMILY PLACEMENT AGREEMENT

This Agreement is in compliance with the statutory requirement for a written agreement between the Agency and the family, as outlined in Section 48.64(1), Wisconsin Statutes.

The Division of Children and Family Services, hereinafter called the "Agency", and _____
(adoptive father)

and _____, hereinafter called "Adoptive Parent(s)" and _____
(adoptive mother) (child)

mutually agree to the following:

The Agency agrees to issue to the Adoptive Parent(s) a foster home license, pursuant to sections 48.62 and 48.66, Stats., with special provision for an adoptive placement. Prior to legal adoption, the Adoptive Parent(s) will not accept adoptive or foster care placement of children through any other agency without the approval of the Division of Children and Family Services.

The Agency, the Adoptive Parent(s) and the child agree to work together toward the integration of the child into the family following placement on _____.
(placement date – mo/day/full year)

1. All parties agree to plan visits in the home and the Agency during the post-placement period as a means for the Agency to provide services to the family and child to fulfill its responsibility as the guardian of the child. The Agency shall have access to the child at all times.
2. The Adoptive Parent(s) and child agree to cooperate with the supervising agency in discussing plans for the child's health, education, and rearing.
3. Both parties agree that when such integration of the child is not occurring, the concerns will be shared, and at any time the Agency indicates it to be in the best interest of the child, the family and child will be notified of plans to remedy the problem or to terminate the placement when, in the opinion of the Department, the best interests of the child require it.
4. If the child has been in the placement for six months or more, the Department shall give the head of the home written Notice of Intent to Remove Child (CFS-1596), stating the reasons for removal. The child shall not be removed before 30 days after receipt of the notice, unless the safety of the child requires earlier removal or the Adoptive Parents waive their right to appeal a Department decision to remove the child from this placement at any time. The Adoptive Parent(s) shall have no claim against the Department for the expense of care, clothing or medical treatment.

The Adoptive Parent(s) further agree to assist the Agency in meeting its guardianship responsibility by:

1. Notifying the Agency of any changes of address, changes in family composition, out-of-state travel, and vacation plans.
2. Notifying the Agency of any serious illness, hospitalization, or accident of the child or other members of the family.
3. Attending court hearings or administrative reviews and / or providing information to the Agency on the status of the child and for court hearings and / or Agency administrative reviews conducted during the post-placement period for the purpose of confirming or adjusting permanent placement plans and Agency service plans.

The Adoptive Parent(s) further agree that the Adoption Assistance (subsidy) Program was discussed with them and the Adoptive Parent(s):

- ☐ Accept placement of the child with an approved Adoption Assistance Agreement for the amount of \$_____ per month plus Medical Assistance and reasonable and necessary nonrecurring adoption expenses within the maximum reimbursement.
- ☐ Accept placement of the child without Adoption Assistance. The adoptive parent(s) understand that they may apply for Adoption Assistance after the placement only before the adoption and only if the child develops moderate or severe special needs that were not present at the time of adoptive placement or if a change in family circumstances results in the Adoptive Parent(s) being unable to meet special needs which existed at the time of placement. The Adoptive Parent(s) understand that the Department can not award Adoption Assistance after the adoption is completed.

The Adoptive Parent(s) acknowledge receipt of the medical / genetic history and social history information about this child, including:

The Adoptive Parent(s) understand that after the court Order of Adoption is entered, the relation of parent and child and all the rights, duties and other legal consequences of the natural relation of child and parent will exist between the adopted person and the Adoptive Parent(s).

The Adoptive Parent(s) accept placement of this child knowing that possible emotional, behavioral, educational, physical or other problems, in addition to those indicated in the medical / genetic history and social history, may become apparent in the future and that the adoption, once completed, cannot be revoked if such problems arise. The Adoptive Parent(s) assert and acknowledge that the Division of Children and Family Services, Department of Health and Family Services, has made no promises or warranties regarding the child's current or future conditions.

Both parties will retain a copy of this Agreement.

SIGNATURE - Adoptive Father

Date Signed

SIGNATURE - Adoptive Mother

Date Signed

SIGNATURE - Child (optional)

Date Signed

SIGNATURE - Social Worker

Date Signed